

## **EXHIBIT 17**

Holland Knight

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195 Broadway, 24th Floor  
New York, NY 10007-3189  
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April 2, 2008

Michael J. Frevola  
212 513 3516  
michael.frevola@hklaw.com

VIA E-MAIL

Jeanne-Marie van Hemmen, Esq.  
Betancourt, van Hemmen, Greco & Kenyon  
46 Trinity Place  
New York, NY 10006

Wilhelmsen Premier Marine Fuels AS v. UBS Provedores Pty Ltd. et al.

SDNY Docket #: 07 Civ. 5798 (CM)

Our File: 500177-03213

Dear Ms. Van Hemmen,

I refer to your e-mails dated February 1, 2008 and February 8, 2008, which attached correspondence between UBS and DESC regarding UBS' Government Claims as described in the Settlement Agreement between UBS/Raecorp and Wilhelmsen Premier Marine Fuels ("Wilhelmsen") dated October 22, 2007 (the "Settlement Agreement"). As you know, the Settlement Agreement obligated UBS to "provide to Wilhelmsen copies of its application for the Government Claims as well as a full record of its correspondence with the U.S. government concerning the Government Claims."

After reviewing those documents and consulting with counsel experienced with government claims submissions, it appears that the documents you have forwarded do not contain UBS' application for the Government Claims.


We ask that you confer with your client and confirm either (1) that the documents forwarded are the entirety of UBS' correspondence with the U.S. government regarding the Government Claims and UBS' application for the Government Claims, or (2) that UBS' application for the Government Claims has not been produced (in which case we request that UBS produce a copy of the application for the Government Claims as it agreed to produce under the Settlement Agreement).

2 - Jeanne-Marie van Hemmen, Esq.  
April 2, 2008

We request a response from you by close of business on Monday, April 8, 2008. We look forward to hearing from you.

Very truly yours,

HOLLAND & KNIGHT LLP

By: 

Michael J. Frevola

MJF/mf

# 5241608\_v1

## **EXHIBIT 18**

**Frevola, Michael (NYC - X73516)**

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**From:** Jean Marie Van Hemmen [jvanhemmen@bvgklaw.com]  
**Sent:** Friday, April 04, 2008 9:51 AM  
**To:** Frevola, Michael (NYC - X73516)  
**Subject:** RE: Wilhelmsen/UBS

Mr. Frevola,

My client confirms that UBS has produced all claims related documents. UBS states that there were no applicable protocol for submission of its claim which was submitted in the emails provided to Wilhelmsen.

Rgds,

Jeanne-Marie Van Hemmen

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**From:** Michael.Frevola@hklaw.com [mailto:Michael.Frevola@hklaw.com]  
**Sent:** Wednesday, April 02, 2008 3:31 PM  
**To:** Jean Marie Van Hemmen  
**Subject:** Wilhelmsen/UBS

Please see attached.

<<Letter to Jeanne-Marie van Hemmen.PDF>>

**Holland + Knight**

**Michael J. Frevola, Esq.**  
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Holland & Knight LLP  
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New York, New York 10007

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5/20/2008

## **EXHIBIT 19**

# Holland+Knight

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April 10, 2008

Michael J. Frevola  
212 513 3516  
michael.frevola@hklaw.com

## VIA E-MAIL

Jeanne-Marie van Hemmen, Esq.  
Betancourt, van Hemmen, Greco & Kenyon  
46 Trinity Place  
New York, NY 10006

Wilhelmsen Premier Marine Fuels AS v. UBS Provedores Pty Ltd, et al.  
SDNY Docket #: 07 Civ. 5798 (CM)  
Our File: 500177-03213

Dear Ms. Van Hemmen:

I refer to our recent exchange of correspondence as to whether UBS has produced all Government Claims related documents. Based on the information currently available to us, we believe that UBS has breached the Settlement Agreement, as it has been paid \$3,550,783.66 under the Government Claims and has failed to pay Wilhelmsen the \$2,087,891.75 to which it was entitled when the U.S. Government paid UBS. We write to request your confirmation that UBS has been paid or UBS' explanation of the information provided below.

The Government Claims referenced in ¶6 are defined in the second "Whereas" clause of the Settlement Agreement as follows:

UBS has submitted a claim to the U.S. Government under its contract with the Defense Energy Support Center in the amount of THREE MILLION ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY-EIGHT CENTS (\$3,190,853.58), relating to amounts invoiced pursuant to invoice number 10039 and concerning the bunkerings reflected in Exhibit 1, which claim is presently under review by the U.S. Government (the "Government Claims").

Documents produced to us by UBS include one entitled "Sasebo Claim" dated "07 March, 2007" and another with the heading "Tax Invoice 10039" which listed "1 Each Claim Dated 7<sup>th</sup> March, 2007." The claim amounts on these documents were redacted, but the "Sasebo Claim" dated 07 March, 2007 clearly is the "Claim Dated 7<sup>th</sup> March, 2007" referred to in Tax Invoice 10039. Additionally, Tax Invoice 10039 clearly is the "invoice number 10039" referred to in the Settlement Agreement. Therefore, it follows that the "Sasebo Claim" dated 07 March, 2007 are the "Government Claims" referred to in the Settlement Agreement, and that Wilhelmsen is entitled to be paid \$2,087,891.75 from the proceeds of the Sasebo Claim.

2 - Jeanne-Marie van Hemmen, Esq.  
April 10, 2008

Wilhelmsen made a FOIA request to the Defense Energy Support Center ("DESC"), the agency with which UBS filed the Government Claims, in response to which DESC produced Modification No. P00004 ("Mod. 4") to DESC's contract with UBS. Mod. 4 had an effective date of "24 Sept. 07" and provides in relevant part:

1. On March 8, 2007, USS-UBS submitted a claim under Item 765-61 (Sasebo, Japan) in accordance with FAR 33.206 for \$3,550,783.66 for costs incurred in response to the Government's request for surge capabilities to meet requirements that did not materialize.

\* \* \*

2. Pursuant to subsequent review of the claim and responses from all concerned parties, the Contracting Officer has determined that the subject claim is valid and the Contractor will be paid the amount of \$3,550,783.66.

**TOTAL SUM to be paid: \$3,550,783.66**

DESC has confirmed that the full amount of Mod. 4 has been paid to UBS. It is apparent that the UBS claim submitted March 8, 2007 under the Sasebo, Japan line item (which is the subject of Mod. 4) is UBS's "Sasebo Claim" dated March 7, 2007 included in the Government Claims documents produced by UBS's counsel. Nevertheless, despite DESC having confirmed that UBS has been paid \$3,550,783.66 for the Government Claims, UBS has failed to pay any of the \$3,550,783.66 received on the Government Claims to Wilhelmsen as required the Settlement Agreement.

Therefore, UBS presently is in violation of its Government Claims portion of the Settlement Agreement, in addition to its failure to pay the remainder of the Settlement Funds that is presently before Judge McMahon. Wilhelmsen demands that UBS pay to it the \$2,087,891.75 owed under the Settlement Agreement before close of business on Monday, April 14, 2008, failing which Wilhelmsen will approach the Court for relief.

Very truly yours,

HOLLAND & KNIGHT LLP

By:   
Michael J. Frevola

MJF/mf



## **EXHIBIT 20**

**Frevola, Michael (NYC - X73516)**

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**From:** Jean Marie Van Hemmen [jvanhemmen@bvgklaw.com]  
**Sent:** Thursday, April 17, 2008 11:00 AM  
**To:** Frevola, Michael (NYC - X73516)  
**Subject:** RE: UBS/Wilhelmsen

Dear Mr. Frevola,

I am instructed by my client that the payment of \$3,550,783.66 relates to services rendered by UBS to DESC which are in no way referable to the claim referenced in the Settlement Agreement.

Sincerely,

Jeanne-Marie Van Hemmen

---

**From:** Michael.Frevola@hklaw.com [mailto:Michael.Frevola@hklaw.com]  
**Sent:** Thursday, April 10, 2008 6:01 PM  
**To:** Jean Marie Van Hemmen  
**Subject:** UBS/Wilhelmsen

Please see attached.

<<VHLtr.pdf>>

**Holland + Knight**

**Michael J. Frevola, Esq.**  
Partner  
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5/20/2008

**EXHIBIT 21**

# Holland+Knight

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April 28, 2008

Michael J. Frevola

212 513 3516

michael.frevola@hklaw.com

## VIA E-MAIL

Jeanne-Marie van Hemmen, Esq.  
Betancourt, van Hemmen, Greco & Kenyon  
46 Trinity Place  
New York, NY 10006

Wilhelmsen Premier Marine Fuels AS v. UBS Provedores Pty Ltd. et al.

SDNY Docket #: 07 Civ. 5798 (CM)

Our File: 500177-03213

Dear Ms. Van Hemmen,

I refer to the recent exchanges of correspondence that we have had regarding the \$3.55 million dollar payment received by UBS from DESC, which payment UBS asserts was made by DESC in connection with another UBS claim other than the Government Claims referenced in the Settlement Agreement dated October 22, 2007 between Wilhelmsen and UBS/Rayecorp.

As we stated to you in our letter dated April 10, 2008, the information in our possession suggests that the \$3.55 million received by UBS was for the Government Claims. UBS has provided no support for its assertion that the \$3.55 million received was for another claim. Furthermore, UBS redacted (without any authority in the Settlement Agreement for doing so) the documents that it produced to us regarding its Government Claims. In light of present circumstances, these redactions speak volumes about whether the claim that was paid by DESC was in fact the Government Claims to which Wilhelmsen is entitled to the first \$2.1 million dollars.

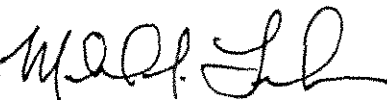
Accordingly, Wilhelmsen demands that UBS provide to us an unredacted set of the documents previously produced regarding its Government Claims so that we may examine them to confirm UBS' assertion that DESC paid its for claims other than the Government Claims.

2 - Jeanne-Marie van Hemmen, Esq.  
April 28, 2008

In addition, Wilhelmsen demands that UBS produce the claim documentation for the purported other claim that DESC paid to UBS, so that we can confirm that indeed there was another claim made by UBS. Should UBS refuse to comply with these requests, we will reserve the right to approach Judge McMahon to ask her to order UBS to produce the documents.

We look forward to hearing from you.

Very truly yours,  
HOLLAND & KNIGHT LLP

By: 

Michael J. Frevola

MJF/mf

# 5300002\_v1

## **EXHIBIT 22**

**Frevola, Michael (NYC - X73516)**

**From:** Jean Marie Van Hemmen [jvanhemmen@bvgklaw.com]  
**Sent:** Tuesday, April 29, 2008 3:18 PM  
**To:** Frevola, Michael (NYC - X73516)  
**Subject:** RE: UBS/Wilhelmsen  
**Attachments:** Tax Invoice 10454.pdf

Dear Mr. Frevola,

Attached please find a copy of UBS' tax invoice numbered 10454 in the amount of \$3,550,783.66 together with the relevant amendment to the contract, namely P0004. These documents establish that the \$3,550,783.66 payment by the government to UBS did not relate to the Government Claims but to a separate and distinct claim. Wilhelmsen was aware at the time of negotiating the Settlement Agreement that UBS had claims other than the Government Claims pending.

We trust this resolves Wilhelmsen's confusion over this issue. In any event, UBS does not authorize Wilhelmsen to discuss the Settlement Agreement with the DESC.

Best Regards,

Jeanne-Marie Van Hemmen

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**From:** Michael.Frevola@hklaw.com [mailto:Michael.Frevola@hklaw.com]  
**Sent:** Monday, April 28, 2008 12:31 PM  
**To:** Jean Marie Van Hemmen  
**Subject:** UBS/Wilhelmsen

Please see attached.

<<Letter to Jeanne-Marie van Hemmen.PDF>>

**Holland + Knight**

**Michael J. Frevola, Esq.**  
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5/20/2008





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C SP0600		4. REQUESTION/PURCHASE REQ. NO. N/A	
5. ISSUED BY ATTN: Francis Murphy/DESC-PHD Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 PH: (703) 767-8462/FAX: (703) 767-8506 Purchase Program: 3.7 A		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 5) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) UBS PROVIDORES PTY LTD dba USS-UBS INTERNATIONAL  PO BOX 670 QUEENSLAND AUS 4172  Bidder Code: U101 CAGE Code: ZBR12				9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X SP0600-06-D-0391 10B. DATED (SEE ITEM 13) 21 SEP 2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS (1) The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ( ) is extended ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 13, and returning ____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) SEE PAGE 2					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 42.103(b).					
C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER Specify type of modification and authority: BILATERAL - PURSUANT TO TERMS & CONDITIONS OF CLAUSE 11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (BUNKERS) (DESC JAN 2006), (d) DISPUTES					
E. IMPORTANT: Contractor ( ) is not (X) is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where possible.) OVERSEAS BUNKERS P.P. 13B SP0600-06-0013  SEE PAGE 2					
15A. NAME AND TITLE OF SENDER (Type or print) Bill Pace (Director)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBORA D. WOOD Contracting Officer			
15B. CONTRACTING OFFICER (Signature of person authorized to sign)		15C. DATE SIGNED 20-9-07		15D. UNITED STATES OF AMERICA 21 Sep 07	

SF0600-06-D-0391

P00004

Page 2 of 2

1. On March 8, 2007, USS-UBS submitted a claim under Item 765-61 (Sasebo, Japan) in accordance with FAR 33.206 for \$3,550,783.66 for costs incurred in response to the Government's request for surge capabilities to meet requirements that did not materialize. USS-UBS claimed that it purchased fuel to meet the anticipated surge during the period December 2006 through March 2007, which it subsequently sold at a loss. This claim was processed under contract clause 11.03-5(d) DISPUTES and FAR 52.233-1 DISPUTES.
2. Pursuant to subsequent review of the claim and responses from all concerned parties, the Contracting Officer has determined that the subject claim is valid and the Contractor will be paid the amount of \$3,550,783.66.

**TOTAL SUM to be paid: \$3,550,783.66**

3. The Contractor agrees that this modification settles all claims by the Contractor under the contract relative to Line Item 765-61 arising out of or in any way related to Military Sealift Command's request for surge capacity during the period November 1, 2006 through March 30, 2007, and hereby fully, finally and unconditionally releases and discharges the Government from any and all liability, claims, impact costs, demands, causes of action, and legal expenses, accrued, known or unknown, which the Contractor has or might have relating thereto, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings. The Government reserves all rights under the contract, including but not limited to, the right to claim damages for any previous delivery of fuel.
4. All other terms and conditions of the contract remain unchanged.

## **EXHIBIT 23**

**Frevola, Michael (NYC - X73516)**

**From:** Frevola, Michael (NYC - X73516)  
**Sent:** Monday, May 05, 2008 12:58 PM  
**To:** X-Betancourt, Van Hemmen, Greco & Kenyon - Van Hemmen, J M  
**Subject:** RE: Re-send of April 28 letter

Dear Ms. van Hemmen:

Our April 28 letter requested that:

- (1) UBS produce unredacted copies of the documents it previously provided; and
- (2) UBS produce the entirety of its claim documents for the "other claim" on which it purportedly was paid.

Please advise whether UBS will comply with these requests.

Regards,  
Mike Frevola

**Michael J. Frevola, Esq.**  
Holland & Knight LLP

---

**From:** Jean Marie Van Hemmen [mailto:jvanhemmen@bvgklaw.com]  
**Sent:** Monday, May 05, 2008 12:53 PM  
**To:** Frevola, Michael (NYC - X73516)  
**Subject:** RE: Re-send of April 28 letter

Dear Mr. Frevola,

You are incorrect that UBS has not provided support for its assertion that the \$3.55 million dollars received was for another claim. We refer you to our April 28, 2008 email and the UBS tax invoice attached thereto.

Rgds,

Jeanne-Marie Van Hemmen

---

**From:** Michael.Frevola@hklaw.com [mailto:Michael.Frevola@hklaw.com]  
**Sent:** Monday, May 05, 2008 12:46 PM  
**To:** Jean Marie Van Hemmen  
**Subject:** Re-send of April 28 letter

Please see attached.

<<van Hemmen letter of 3/28/08.PDF>>

**Holland + Knight**

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5/20/2008

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